

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: A. D. MORGAN, INC. - AMENDMENT #2

REQUESTED ACTION: Request BOCC to authorize Amendment #2

☐ Work Session (Report Only) **DATE OF MEETING:** 9/29/2009
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

Construction Services

BUDGET IMPACT: \$295,063.00

☐ Annual

☐ Capital

☐ N/A

FUNDING SOURCE:

Capital Outlay Construction Fund

EXPENDITURE ACCOUNT:

307-290-523-6507

HISTORY/FACTS/ISSUES:

Staff is recommending a contract amendment with A. D Morgan, Inc., the objective of this contract extension is to replace building systems components in the 1988 Main Jail which are reaching the end of the life cycle and will become problematic, we will utilize the remaining project contingency funds.

SUPPORT DOCUMENTS: AD Morgan Guaranteed Maximum Price (GMP) Electrical/Mechanical Renovation dated September 2009.

**SECOND AMENDMENT TO AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK**

WHEREAS, on or about June 20, 2006, the A.D. Morgan Corporation, a Florida Corporation (“Construction Manager at Risk”), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the “Board”), entered into an Agreement (the “Agreement”), in which the Construction Manager at Risk agreed to provide services in furtherance of the construction jail facilities for the benefit of Sumter County, and;

WHEREAS, the parties wished to amend the Agreement through a “First Amendment” to more accurately memorialize the intentions of the parties with regard to certain logistical and cost management elements of the Agreement, and;

WHEREAS, the “First Amendment” was executed on or about May 13, 2008, and;

WHEREAS, the parties now wish to amend and restate the terms of the “First Amendment” on July 28, 2009.

THEREFORE, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend and restate the terms of the First Amendment by this writing (the “Amendment”) and state the following:

1. That the “WHEREAS” recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. The term “Project”, as used in the Agreement, is hereby defined as the construction of a jail, including inmate processing and housing facilities, specifically including but not limited to the following components:

- (1) Site Preparation Work.
- (2) Immediate Needs and Laundry Facilities.
- (3) Kitchen Facility.
- (4) Inmate Video Visitation Facility.
- (5) Inmate Intake and Release Facility.
- (6) 180 Bed Inmate Housing Facility.
- (7) Renovations to the Existing Jail Facility

The plans and specifications attached to this Amendment as Exhibit “A” and incorporated herein, *in haec verba*, are also understood by the parties to be a binding component of the definition of the Project. Owner reserves the right to demand and implement changes to the plans and specifications attached hereto as Exhibit “A” at Owner’s sole discretion, subject to the terms and procedures mandated by the Agreement.

3. Section XI, Change in the Project – in accordance both parties agree to expand the scope of work as delineated in the A. D. Morgan Proposal dated September 2009 titled Sumter County Jail Expansion Guaranteed Maximum Price Electrical / Mechanical Renovation in the amount of \$295,063. The general purpose of this scope of work is to replace Electrical and Mechanical building systems or components in the 1988 Main Jail.
4. Both parties agree that upon approval the formal Notice to Proceed shall be issued to commence work at the 1988 Main Jail, and the work schedule as submitted with this proposal shall be maintained with a completion date of January 15, 2010

5. Any provisions of the original Agreement not replaced or contradicted by this Amendment remain in full force and effect. In the event of any conflict between the terms of this Amendment and the original Agreement, the terms of this Amendment shall prevail.

Dated this ____ day of _____, 2009.

A.D. MORGAN CORP.

SUMTER COUNTY

Rebecca Smith
President

Honorable Garry Breeden
Chairman, Board of County Commissioners



Sumter County
Board of County Commissioners

SUMTER COUNTY JAIL EXPANSION GUARANTEED MAXIMUM PRICE (GMP) ELECTRICAL / MECHANICAL RENOVATION

SUBMITTED BY



*LEADERS
IN PROVIDING
CONSTRUCTION
SOLUTIONS*

SEPTEMBER 2009



Existing 1988 Jail Electrical/Mechanical Renovation

9/14/2009 Revision 1

	Description	GMP Value	Comments
	Mechanical - Smoke Fan Replacement/Servicing/Condensate Replacement	\$11,785	
	Electrical - Cameras & Monitors/Fire Alarm/Door Monitoring/Control Room	\$215,500	
	Temp Sanitation (Port-O-Let), Closeout Docs, Daily Cleanup, Dumpster Pulls	\$2,400	
	Wall Patching, Ceiling Patching, Paint Touch Up	\$20,000	
	Additional General Conditions Cost for Base Contract	\$17,000	
	G&A cost was previously submitted and approved on a month to month basis.		
	Anticipated duration for this work is 16 weeks from Notice to Proceed.		
		\$266,685	
	SUBTOTAL CONSTRUCTION COSTS=		
	CM General Conditions =	----	\$134,954 per previous amendment based on 16 weeks
	Bonds and Insurance =	\$12,493	2% plus extended Builder's Risk Insurance
	CM Fee 4%=	\$15,885	
	PROJECT TOTAL=	\$295,063	

Sumter County Jail
Existing 1988 Jail Mechanical/Electrical Renovation
The AD Morgan Corporation

14-Sep-09

Cost Code	Description	Monthly Cost
	Project Manager	\$ -
	Superintendent	\$ -
	Secretary	\$ -
	Project Executive - 1 day per week	\$ -

Subtotal Personnel \$ -

Cost Code	Description	Monthly Cost
01050	Layout & Survey	
01360	Construction Drawings/Specs	
01365	Legal Advertisement	
01380	Progress Photos	
01410	Testing	
01501	Office Trailer Equipment	
01506	Temp Parking/Access	
01510	Temp Utilities	
01516	Job Telephones	
01518	Ice, Water & Cups	
01523	Temp Sanitation	\$ 400.00
01525	Postage	
01526	Office Trailer Supplies	
01527	Office Trailer Furniture	
01530	Temporary Enclosures	
01580	Jobsite Sign	
01605	Safety/First Aid	
01607	As Built Survey/Closeout Docs	\$ 500.00
01637	Job Tool Shed	
01704	Office Trailer (Assume work from existing building)	
01710	Final Clean Up	
01717	Daily Clean Up	\$ 500.00
01719	Trash Removal - 2 dumpster pulls @ \$500 each	\$ 1,000.00
01890	Small Tools	

Subtotal General and Administrative \$ 2,400

Note: Supervision, Project Management, and General cost were included in Contract Amendment No. 2.



1011 SW 33rd Avenue, #100 • Ocala, Florida 34474 P: (352) 671-9900 F: (352) 671-9902

September 1, 2009

Mark Cappadoro
AD Morgan Corporation
225 E. Anderson Avenue
Bushnell, FL 33513

Re: Sumter County Existing Jail Facility Upgrades

Dear Mark:

Review below revised breakdown as we discussed this afternoon for potential upgrades to existing jail facility.

1. Existing Cameras and Monitors \$39,800

Includes replacement equipment for eighteen (18) fixed interior cameras, five (5) pan-tilt-zoom (PTZ) exterior cameras, and nine (9) CCTV monitors. Interior cameras Pelco mini-dome, Exterior cameras Bosch 300 series PTZ, Day/Night type. Monitors 17" LCD Pelco 300 series. Pricing assumes existing headend equipment to control PTZ cameras over an adequate sized twisted shielded pair medium. Includes two (2) quads to project four (4) camera images on one 17" LCD monitor. Quads will reside in control room. Space must be available for equipment.

2. Fire Alarm System \$156,700

Includes new Silent Knight IFP-2000 fire alarm system fully designed, engineered and installed per current code requirements. Existing system will remain operational until new system is installed and functioning then existing system will be removed and any unused existing device boxes blanked off. System will be annunciated on Intake Release touchscreen control system. Intake Release annunciation shall be list format only, no graphical representation of existing facility will be drawn on Intake Release monitors.

4. Door Monitoring \$14,700

Includes monitoring of five (5) exterior doors of existing facility at Intake Release touchscreen control system. Monitoring only with no control from Intake Release. Annunciation of doors via graphic representation of exterior outline of existing facility only.

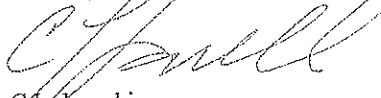
6. Elevated Control Room \$4,300

Includes time for two men to review, adjust, and organize existing wiring to the best possible manner without affecting existing facility operation.

Pricing based on, utilizing existing conduit pathways for new cabling and fiber between existing Jail Facility and Intake Release Facility, clear access to coordinated / scheduled work areas with no to minimal contact with inmates in day rooms / cells while work is being installed, and normal working hours M - F 7:00AM to 3:30PM. Excludes any required shrouds to enclose any required exposed conduit. Exposed conduit below 10' AFF shall be GRC with solid cast boxes.

All work will be performed within OSHA Regulations and Tri-City Electrical Contractors, Inc. Safety Program.

Sincerely,
Tri-City Electrical Contractors, Inc.


C. Janeski
Division Manager



ABC ACCREDITED QUALITY CONTRACTOR

Proposal


 Certified Mechanical Contractor
CM C056921

 Federal ID Number
59-3740395

 PO Box 3038
707 SW 20th Street
Ocala, FL 34471

 (352) 732-3247
FAX (352) 732-1190

PROPOSAL SUBMITTED TO A D Morgan - Mark Cappadoro		PHONE 813-832-3033	FAX 813-831-9860	DATE 08/24/09
STREET 716 N. Renellie Drive		JOB NAME Sumter Jail - Existing Smoke Evac Fan Work		
CITY, STATE AND ZIP CODE Tampa, FL 33609		JOB LOCATION Bushnell, FL		
ARCHITECT	DATE OF PLANS			JOB PHONE

We hereby submit a proposal for the scope of work defined below:

TOTAL PRICE : \$11,785

Breakdown of the Above Pricing

Furnish & Install: Replace the existing smoke fan that isn't operational - \$1,929.
 Replace belts and service all existing smoke fans - \$1,800
 Replace condensate with larger piping to alleviate problem of condensate lines
 stopping up and overflowing - \$8,056

Special Notes:
We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

 dollars (\$ **11,785**)

Payment to be made as follows:

% OF COMPLETION

Interest is assessed on any account balance after thirty (30) days from the earlier of the date of invoice or date of statement at the rate of 1.5% per month, both prejudgment and post judgment. The parties hereto consent and agree to a security whether or not incorporated into a structure, to secure payment for the work herein described. In the event it becomes necessary to enforce collection of any sums due hereunder, regardless of whether suit is initiated, Climate Control shall be entitled to collect all costs and expenses of collection, including a reasonable attorney's fees, and if necessary, fees incurred in any bankruptcy proceedings. As additional consideration for this agreement the parties hereto mutually agree to waive a trial by jury in any action or proceeding (including, without limitation, all complaints, counterclaims and third-party claims), arising from or relating to, directly or indirectly, the making, interpretation administration or enforcement of this agreement.

Authorized

Signature Rob Boyer / Russ Guinn

Note: This proposal may be

 withdrawn by us if not accepted within 30 days.

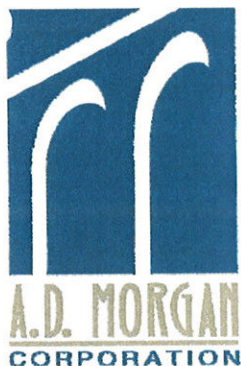
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Leaders In Providing
Construction Solutions



General Contractors
Construction Managers

OFFICES

TAMPA

Corporate Headquarters
716 N. Renellie Drive
Tampa, Florida 33609
PH: 813 • 832 • 3033
FAX: 813 • 831 • 9860

BRADENTON

2411 Manatee Avenue W.
Bradenton, Florida 34205
PH: 941 • 747 • 3001
FAX: 941 • 747 • 3015

SEBRING

2551 US Highway 27 S.
Suite 10B
Sebring, Florida 33870
PH: 863 • 386 • 5500
FAX: 863 • 386 • 5503

COCOA

200 Brevard Avenue
Suite 103
Cocoa, Florida 32922
PH: 321 • 636 • 5447
FAX: 321 • 623 • 8972

ST. PETERSBURG

5510 Gulfport Blvd. S.
Gulfport, Florida 33707
PH: 727 • 328 • 2700
FAX: 727 • 328 • 2702

www.admorgan.com

License # CGC044502

Scope of Work for Existing Facility

1. Existing Cameras and Monitors – Tri-City Electric
 - a. Remove and replace all of the existing cameras with new color cameras utilizing existing power and cabling with the exception of the Classification Room
 - b. Remove and replace all of the existing monitors with new color monitors utilizing existing power and cabling with the exception of the Classification Room
2. Fire Alarm System– Tri-City Electric
 - a. Remove and replace the existing Simplex system. New system to be designed within the current code parameters
 - b. Utilize, to the most practical level, all existing raceways and junction boxes
 - c. New system shall be integrated into the current monitoring system and shall be added to the touch screens in the Intake and Release control room
3. ~~DUI Video– Tri-City Electric~~
 - a. ~~New color camera for the DUI video to have pan/tilt/zoom options and must be recorded to a hard drive. Location of hard drive to be determined. This item to be addressed in a future proposal.~~
4. Door Monitoring– Tri-City Electric
 - a. There are 5 existing exterior doors that require the monitoring to be extended to the new touch screens control monitors in Intake and Release
5. ~~K-Dorm– Tri-City Electric~~
 - a. ~~The two existing pan/tilt/zoom cameras and monitors are to be salvaged. One camera is currently not working and will require service or replacement. These two cameras will be utilized to provide added exterior monitoring at the K-dorm or the Intake and Release building. These cameras will require the monitoring to be extended to the new touch screens control monitors in Intake and Release. Location to be determined. This item is not required.~~
6. Elevated Control Room– Tri-City Electric
 - a. Review the wiring configuration under the elevated control room. Rewire, bundle, support and otherwise organize the existing wiring in a professional manner.
7. Smoke Removal Fans- CCMS
 - a. Check for proper sequence of operation
 - b. Complete service of fan units including belts, pulleys and bearings

QUALIFICATIONS AND CLARIFICATIONS

The scope of work included in this GMP is as follows:

1. **Existing Cameras and Monitors:**

This proposal includes replacement equipment for eighteen (18) fixed interior cameras, five (5) pan-tilt-zoom (PTZ) exterior cameras, and nine (9) CCTV monitors. Interior cameras will be Pelco mini-dome. Exterior cameras will be Bosch 300 series PTZ, day/night type. Monitors will be 17" LCD Pelco 300 series. Pricing assumes existing head end equipment to control PTZ cameras over an adequate sized twisted shielded pair medium. Proposal includes two (2) quads to project four (4) camera images on one 17" LCD monitor. Quads will reside in control room. Space must be available for equipment.

2. **Fire Alarm System:**

This proposal includes a new Silent Knight IFP-2000 fire alarm system fully designed, engineered and installed per current code requirements. Existing system will remain operational until new system is installed and functioning. Existing system will then be removed, and any unused existing devices boxes will be blanked off. System will be annunciated on Intake Release touchscreen control system. **Intake Release annunciation shall be list format only, no graphical representation of existing facility will be drawn on Intake Release monitors.** Subcontractor will provide all design services necessary to obtain a Sumter County Fire Alarm permit.

3. **Door Monitoring:**

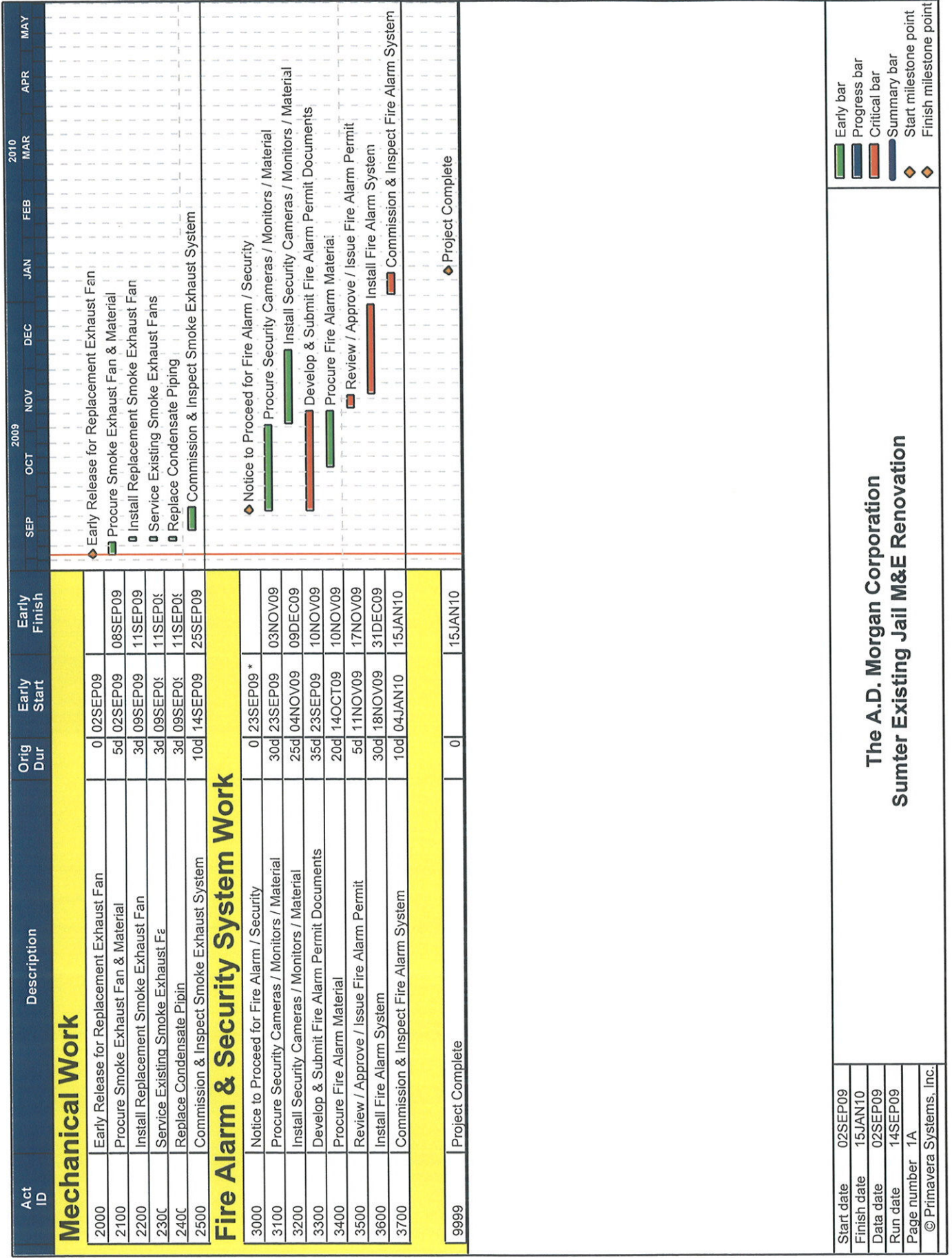
This proposal includes monitoring of five (5) exterior doors of existing facility at Intake Release touchscreen control system. Monitoring only will be provided with no control from Intake Release. Annunciation of doors will be via graphic representation of exterior outline of existing facility only.

4. **Elevated Control Room:**

This proposal includes time for two men to review, adjust, and organize existing wiring to the best possible manner without affecting existing facility operation.

5. Replacement of one smoke fan that is not operational.
6. Replacement of belts on all existing smoke fans.
7. Servicing of all existing smoke fans.
8. Replacement of condensate with larger piping to alleviate issue of condensate lines stopping up and overflowing.

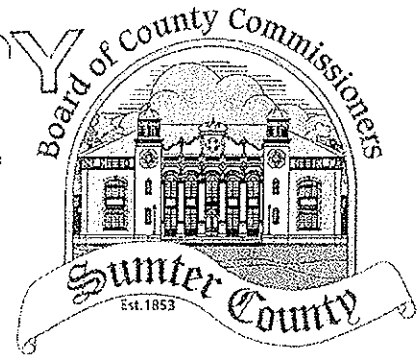
9. Pricing for electrical and security system work based on utilizing existing conduit pathways for new cabling and fiber between existing Jail Facility and Intake Release Facility.
10. Clear access is required to coordinated / scheduled work areas with no to minimal contact with inmates in day rooms / cells while is being installed.
11. Proposal is priced based on normal work hours – Monday through Friday, 7:00 AM to 3:30 PM.
12. This proposal excludes any required shrouds to enclose any required exposed conduit.
13. Exposed conduit below 10'-0" above finish floor shall be GRC with solid cast boxes.
14. All work to be performed within OSHA regulations.
15. The anticipated duration of this scope of work is a total of 16 weeks. This includes 7 weeks to produce permit drawings and documents for the fire alarm system, 1 week for permit review and approval, 6 weeks to install the fire alarm system, and 2 weeks for commissioning and closeout. All other work will be completed during this time frame.
16. Cost has been included for daily cleanup. No cost has been included for final cleanup (to be provided by inmates).
17. No costs have been included for permitting other than permits for fire alarm system. The only permit anticipated to be required is the fire alarm permit, which will be obtained by Tri City Electric. Cost for this permit is included in their proposal.
18. This proposal includes a budget of \$20,000 for patching and/or painting of existing ceilings and/or walls. It is not possible to anticipate the amount, if any, of patching and/or painting that would be required. This budget will be utilized at the discretion of the owner.
19. All parties acknowledge working with the Sumter County Sheriff's Office protocol for an active jail environment.
20. No work other than items listed above are included or implied.



Board of County Commissioners

Sumter County, Florida

910 N. Main Street, Room 201 • Bushnell, FL 33513-6146 • Phone (352) 793-0200 • FAX: (352) 793-0207
SunCom: 665-0200 • Website <http://sumtercountyfl.gov>



July 29, 2009

Rebecca Smith, President
A.D. Morgan Corporation
716 N. Renellie Drive
Tampa, FL 33609

Dear Ms. Smith:

Enclosed for signature are two originals of the Amended and Restated First Amendment to Agreement Between Owner and Construction Manager at Risk that was approved by the Board of Sumter County Commissioners at their meeting on July 28, 2009. Please sign both originals and return one (1) to Clerk of Courts, Attn: Connie Webb, Deputy Clerk, P.O. Box 247, Bushnell, FL 33513. The second original is for your records.

If there are any questions, please do not hesitate to contact our office.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
CLERK & AUDITOR

By Connie Webb

Connie Webb
Deputy Clerk

Enclosures

Richard "Dick" Hoffman, Dist 1
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Doug Gilpin, Dist 2
Vice Chairman
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Don Burgess, Dist 3
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Garry Breeden, Dist 4
Chairman
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Randy Mask, Dist 5
2nd Vice Chairman
Office: (352) 793-0200
Home: (352) 793-3930
910 N. Main Street
Bushnell, FL 33513

Bradley S. Arnold
County Administrator
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513-6146

Gloria R. Hayward
Clerk & Auditor
(352) 793-0215
209 North Florida Street
Bushnell, FL 33513

The Hogan Law Firm
County Attorney
(352) 799-8423
P.O. Box 485
Brooksville, FL 34605-0485

**AMENDED AND RESTATED
FIRST AMENDMENT TO AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK**

WHEREAS, on or about June 20, 2006, the A.D. Morgan Corporation, a Florida Corporation ("Construction Manager at Risk"), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the "Board"), entered into an Agreement (the "Agreement"), in which the Construction Manager at Risk agreed to provide services in furtherance of the construction jail facilities for the benefit of Sumter County, and;

WHEREAS, the parties wished to amend the Agreement through a "First Amendment" to more accurately memorialize the intentions of the parties with regard to certain logistical and cost management elements of the Agreement, and;

WHEREAS, the "First Amendment" was executed on or about May 13, 2008, and;

WHEREAS, the parties now wish to amend and restate the terms of the "First Amendment".

THEREFORE, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend and restate the terms of the First Amendment by this writing (the "Amendment") and state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. The term "Project", as used in the Agreement, is hereby defined as the construction of a jail, including inmate processing and housing facilities, specifically including but not limited to the following components:

- (1) Site Preparation Work.
- (2) Immediate Needs and Laundry Facilities.
- (3) Kitchen Facility.
- (4) Inmate Video Visitation Facility.
- (5) Inmate Intake and Release Facility.
- (6) 180 Bed Inmate Housing Facility.
- (7) Renovations to the Existing Jail Facility

The plans and specifications attached to this Amendment as Exhibit "A" and incorporated herein, *in haec verba*, are also understood by the parties to be a binding component of the definition of the Project. Owner reserves the right to demand and implement changes to the plans and specifications attached hereto as Exhibit "A" at Owner's sole discretion, subject to the terms and procedures mandated by the Agreement.

3. Section X, B of the Agreement is stricken in its entirety and replaced with the following language:

"Project Cost Items:

- (1) The following items shall constitute "Reimbursable General Conditions" under the terms of this Agreement. The Construction Manager at Risk shall be reimbursed by the Owner for the following Reimbursable General Conditions, but under no circumstances will the Construction Manager at Risk be reimbursed more than the actual cost stated herein:

1. Layout and survey.
2. Construction drawings and specifications.
3. Legal advertising.
4. Progress photos.
5. Site and material testing.
6. Office trailer equipment.
7. Temporary parking and access.
8. Jobsite telephone costs.
9. Ice, Water, Cups.
10. Temporary sanitation.
11. Temporary sanitation.
12. Postage.
13. Office trailer supplies.
14. Temporary site fence.
15. Jobsite sign.
16. Safety/First Aid
17. As Built Survey and Close Out Documents.
18. Office trailer.
19. Daily clean up.
20. Final clean up.
21. Trash removal/dump fees.
22. Trailer set up/removal.
23. Office trailer furniture
24. Small tools.

The Reimbursable General Conditions listed above shall be extended per the terms stated herein. Specifically, by this Amendment, the Contract, as amended, shall be extended on a month to month basis, at Sumter County's sole discretion, at an estimated maximum cost of \$36,550.00 per month, as explained in the A D Morgan letter of July 22, 2009 (attached hereto and incorporated herein as Exhibit "A") or actual cost per month based on the attached unit pricing (found in Exhibit "A", Page 2 of 2), whichever amount is lower.

(2) The following items shall constitute "Construction Phase General Conditions" under this Agreement. Under no

circumstances will the Construction Phase General Conditions cost more than the actual cost stated herein:

1. Project Executive Compensation Costs
2. Project Manager Compensation Costs
3. Superintendent Compensation Costs
4. Secretary Compensation Costs
5. Office Trailer Supplies Compensation Costs

The Construction Phase General Conditions listed above shall be extended in the manner stated herein. Specifically, by this amendment, the contract terms concerning Construction Phase General Conditions shall be extended on a month to month basis, at Sumter County's sole discretion, with costs being limited to actual costs not to exceed the unit pricing found in Page 2 of 2 of Exhibit "A" hereto.

Any work on the Project deemed defective by the Architect shall be corrected at the sole expense of the Construction Manager at Risk.

4. Section IX, Section B 4 b. of the Agreement is amended through the addition of the following sentence:

"The parties agree that in no event shall the calculation of time for payment pursuant to the Notice to Proceed under the terms of this paragraph begin before March 1, 2008."

5. The parties agree that the notice to proceed had not been issued as of May 13, 2008.

6. Section XVII of the Agreement is deleted in its entirety and replaced with the following language:

“Liability for any claims of the Construction Manager at Risk arising out of or related to the subject matter of this Agreement, whether in contract or in tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of the changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

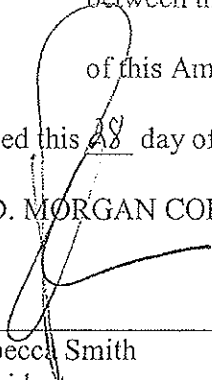
1. All claims must be submitted as a Request for Change Order in the manner as provided herein. Such submittals shall be described herein as a “Notice of Claim”.
2. The Construction Manager at Risk must submit a Notice of Claim to Owner and to the Architect-Engineer within twenty (20) days of the date the Construction Manager at Risk knew or should have known of the occurrence giving rise to the claim. The Owner shall then have thirty (30) days to respond to the Notice of Claim. If the Owner’s response does not resolve the claim or grant an extension of time for dispute resolution, the Construction Manager at Risk shall then have sixty (60) days from the date of said response to file a civil complaint in a court of competent jurisdiction only in Sumter County, Florida. If Owner fails to respond to the Notice of Claim, the Construction Manager at Risk shall have sixty (60) days from the

thirtieth day after submittal of the Notice of Claim to file a civil complaint in a court of competent jurisdiction only in Sumter County, Florida.

7. In Section XVIII, F of the Agreement, the phrase "School Board of Sumter County, Florida" is hereby deleted in its entirety and replaced with the phrase "Board of County Commissioners of Sumter County, Florida".
8. Any provisions of the original Agreement not replaced or contradicted by this Amendment remain in full force and effect. In the event of any conflict between the terms of this Amendment and the original Agreement, the terms of this Amendment shall prevail.


Dated this 28 day of July, 2009.

A.D. MORGAN CORP.



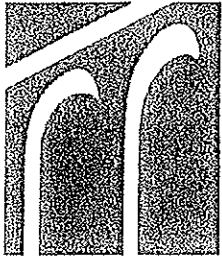
Rebecca Smith
President

SUMTER COUNTY



Honorable Garry Breeden
Chairman, Board of County Commissioners

Leaders In Providing
Construction Solutions



General Contractors
Construction Managers

OFFICES

TAMPA
Corporate Headquarters
716 N. Renellie Drive
Tampa, Florida 33609
PH: 813 • 832 • 3033
FAX: 813 • 831 • 9860

BRADENTON
2411 Manatee Avenue W.
Bradenton, Florida 34205
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FAX: 941 • 747 • 3015

SEBRING
1757 US Highway 27 S.
Sebring, Florida 33870
PH: 863 • 386 • 5500
FAX: 863 • 386 • 5503

COCOA
111 King Street
Cocoa, Florida 32922
PH: 321 • 636 • 5447
FAX: 321 • 632 • 8972

ST. PETERSBURG
5510 Gulfport Blvd. S.
Gulfport, Florida 33707
PH: 727 • 497 • 0420
FAX: 727 • 497 • 0421

www.admorgan.com

License # CGC044502

Exhibit "A"

July 22, 2009

Mr. Doug Conway
Project Manager
Board of County Commissioners
Sumter County, Florida

*RE: Additional Services Proposal
ADM Project #2608*

Dear Doug:

Please accept this letter as a proposal to provide additional services for the Sumter County Jail project.

Attached you will find the anticipated cost for Supervision and General and Administrative Costs on a monthly basis for the project. AD Morgan personnel and associated G & A expenses will be required on the project after July 31, 2009, to complete pending items within the existing scope of work as well as to perform the possible new scope of work in adjacent buildings.

We understand that the proposed additional work is currently under review by your staff. Please let us know if we can offer assistance during this process.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

The A.D. Morgan Corporation

Kevin Greco
Operations Executive

Attachment: Proposed Additional Services dated 7-22-09

cc: File
Rebecca Smith
Jody Brown
Mark Cappadoro

Sumter County Jail
Proposed Additional Services
The AD Morgan Corporation

22-Jul-09

Cost Code	Description	Monthly Cost
	Project Manager	\$ 13,000
	Superintendent	\$ 13,000
	Secretary	\$ 5,525
	Project Executive - 1 day per week	\$ 3,250

Subtotal Personnel \$ 34,775

Cost Code	Description	Monthly Cost
01050	Layout & Survey	
01360	Construction Drawings/Specs	
01365	Legal Advertisement	
01380	Progress Photos	
01410	Testing	
01501	Office Trailer Equipment	\$ 650.00
01506	Temp Parking/Access	
01510	Temp Utilities	\$ -
01516	Job Telephones	\$ 500.00
01518	Ice, Water & Cups	\$ 25.00
01523	Temp Sanitation	
01525	Postage	\$ 400.00
01526	Office Trailer Supplies	\$ 150.00
01527	Office Trailer Furniture	
01530	Temporary Enclosures	\$ -
01580	Jobsite Sign	
01605	Safety/First Aid	\$ 50.00
01607	As Built Survey/Closeout Docs	
01637	Job Tool Shed	
01704	Office Trailer (Assume work from existing building)	
01710	Final Clean Up	
01717	Daily Clean Up	
01719	Trash Removal	
01890	Small Tools	

Subtotal General and Administrative \$ 1,775

Note: All items without associated costs will be added if required pending final scope of work